

Remarks

Claims 1-38 are currently pending, and claims 1, 6, 9, 15, 18-21, 24, 30, and 36 have been amended. Applicants assert that all claims are in condition for allowance as set forth more fully below.

103 Rejections

Claims 1-2, 6, 7, 9, 10, 15, 16, 21, 22, 24, 25, 30, 31, and 36-38 stand rejected under 35 USC 103(a) as being unpatentable over Bagoren (US 2002/0115424) in view of Laybourn (US Pat 6,480,710). Claims 3-5, 8, 11-14, 17-20, 23, 26-29, and 32-35 stand rejected under 35 USC 103(a) as being unpatentable over Bagoren in view of Laybourn and further in view of Suryanarayana (US Pat 6,487,401). Applicants respectfully traverse these rejections.

Claims 1-5, 15-20, and 30-35

The Office Action has rejected independent claims 1, 15, and 30 by stating that Bagoren teaches all of the elements except replenishment using a wide area network but further states that Laybourn accounts for the deficiencies of Bagoren. However, amended claims 1, 15, and 30 now recite that upon a communication session with the wireless device ending, the account balance is retrieved and is pushed to the wireless device. Thus, according to these claims, the subscriber who is using the wireless device is provided with an update of the account balance automatically once a communication session with the wireless device has ended.

None of the cited references disclose such automatic account balance retrieval and push to the wireless device. Instead, these references rely upon the account balance to reach a specified minimum to alert the wireless device of the subscriber. Thus, the subscriber is not aware at all times of what the account balance may be and may be unnecessarily surprised by being alerted to a low account balance.

Accordingly, these cited references fail to disclose, singly or in combination, the recitations of claims 1, 15, and 30. Furthermore, dependent claims 2-5, 16-20, and 31-35 depend from allowable base claims and are also allowable for at least the same reasons.

Claims 6-8, 9-14, and 21-29

The Office Action has also rejected independent claims 6, 9, 21, and 24 in the same way as discussed above. However, amended claims 6, 9, 21, and 24 recite that the credit card is collected or received through the network by the subscriber entering the credit card information into the wireless device that is coupled to the network. Furthermore, claims 6 and 21 also recite that the prepaid amount is collected or received by the subscriber entering it into the wireless device.

None of the cited references disclose such setup information being collected through the network by the subscriber entering such information through the wireless device. Bagoren only discloses the subscriber entering a PIN that has been previously linked to a credit card in some unspecified manner, as opposed to entering the credit card information itself. As an alternative, Bagoren discloses the user entering a code of a prepaid wireless card that has been previously purchased for cash. Laybourn discloses the subscriber verbally providing the credit card information through a voice call made to an agent or to an interactive voice response system as opposed to entering it into the wireless device. Suryanarayana only states that multiple billing options are presented to the subscriber and does not specify how such options are presented nor how the subscriber chooses a credit card option and provides the credit card information.

Accordingly, these cited references fail to disclose, singly or in combination, the recitations of claims 6, 9, 21, and 24. Furthermore, dependent claims 7, 8, 10-14, 22, 23, and 25-29 depend from allowable base claims and are also allowable for at least the same reasons.

Claims 36-38

The Office Action has also rejected independent claim 36 in the same way as discussed above. However, amended claim 36 recites that the credit card is collected through the network by the subscriber entering the credit card information into the wireless device that is coupled to the network. Furthermore, claim 36 recites that the prepaid amount is collected by the subscriber entering it into the wireless device. Additionally, claim 36 recites that upon each communication session with the wireless device ending, the account balance is pushed to the wireless device.

As discussed above, none of the cited references disclose collection of the setup information including the credit card information and the prepaid amount by the subscriber entering such information into the wireless device. Also as discussed above, none of the cited references disclose that the account balance is pushed to the wireless device upon each communication session ending. Accordingly, claim 36 is allowable over the cited references for at least these reasons, and dependent claims 37 and 38 depend from an allowable base claim and are also allowable for at least the same reasons.

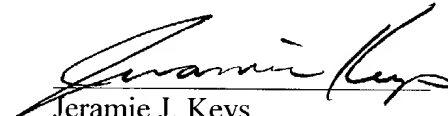
Conclusion

Applicants assert that the application including claims 1-38 is now in condition for allowance. Applicants request reconsideration in view of the amendments and remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees are believed due. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

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